

RECORDATION NO. 20520 FILED 1425

JAN 29 1997 -10 50 AM

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N W

SUITE 200

WASHINGTON, D C

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 28, 1997

RECORDATION NO. 20520-A, B, C, D, E FILED 1425

JAN 29 1997 -10 50 AM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Lease Agreement (1997-B), dated as of January 28, 1997, a primary and two (2) copies each of the following secondary documents related thereto: Lease Supplement (1997-B), dated January 28, 1997, Sublease Agreement (1997-B), dated as of January 28, 1997, Sublease Supplement (1997-B), dated January 28, 1997, Equipment Pledge Agreement (1997-B), dated as of January 28, 1997 and Loan and Security Agreement (1997-B), dated as of January 28, 1997.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement (1997-B)

and

Lease Supplement (1997-B)

Lessor: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Lessee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Mr. Vernon A. Williams
January 28, 1997
Page 2

Sublease Agreement (1997-B)
and
Sublease Supplement (1997-B)

Sublessor: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Sublessee: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Equipment Pledge Agreement (1997-B)

Pledgor: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Pledgee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Loan and Security Agreement (1997-B)

Borrower: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

Lender: Utrecht-American Finance Co.
245 Park Avenue, 38th Floor
New York, New York 10167

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to the Lease Supplement (1997-B).

Also enclosed is a check in the amount of \$132.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Mr. Vernon A. Williams
January 28, 1997
Page 3

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in black ink.

Robert W Alvord

RWA/bg
Enclosures

SCHEDULE A

(1997-B)

Fifty Seven (57) Commuter Rail Coaches manufactured by Pullman Transportation (Pullman Standard Division) (the "Manufacturer") pursuant to Formal Contract No. P-700 dated December 7, 1977, as amended, between the Manufacturer and the Massachusetts Bay Transportation Authority (the "MBTA"), and overhauled by American Passenger Rail Car Company ("Amerail"), pursuant to Formal Contract No. 622 dated March 17, 1995, as amended, between the MBTA and Morrison Knudsen Corporation, predecessor in interest to Amerail, identified by the following MBTA identification numbers:

200	226	250
201	227	251
202	228	252
204	229	253
205	230	254
206	231	255
207	232	256
208	233	257
209	234	258
210	235	
211	236	
212	237	
213	238	
214	239	
216	240	
217	241	
218	242	
219	243	
220	244	
221	245	
222	246	
223	247	
224	248	
225	249	

20520-c
JAN 29 1997 11:50 AM

SUBLEASE SUPPLEMENT (1997-B)

THIS SUBLEASE SUPPLEMENT (1997-B) dated January 28, 1997, between FLEET NATIONAL BANK, a national banking association, not in its individual capacity, but solely as Trustee, except as otherwise provided herein (the "Sublessor"), and MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (the "Sublessee");

WHEREAS, the Sublessor and the Sublessee have heretofore entered into the Sublease Agreement, dated as of January 28, 1997 (the "Sublease"), which Sublease provides for the execution and delivery of Sublease Supplements in substantially the form hereof for the purpose of subleasing the Items of Equipment when delivered by the Sublessor to the Sublessee in accordance with the terms thereof. All of the terms and provisions of the Sublease are hereby incorporated by reference in this Sublease Supplement to the same extent as if fully set forth herein (including those terms providing that capitalized terms used therein and not otherwise defined therein shall have the meanings given such terms in Appendix A to the Participation Agreement, and the rules of usage set forth therein shall apply thereto).

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Sublease, the Sublessor hereby delivers and subleases to the Sublessee, and the Sublessee hereby accepts and subleases from the Sublessor, under the Sublease as herein supplemented, the Items of Equipment described (both by serial number and Equipment Value) in Schedule A hereto.

To the extent, if any, that this Sublease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Sublease Supplement may be created through the transfer or possession of any counterpart other than the original counterpart containing the receipt therefor executed by the Lender on the signature page thereof.

THIS SUBLEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Sublessor and the Sublessee have each caused this Sublease Supplement to be duly executed by its authorized officer on the day and year first above written.

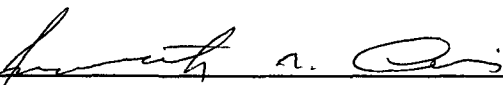
SUBLESSOR:

FLEET NATIONAL BANK,
not in its individual capacity,
but solely as Trustee

By: 
Name: FRANK McDONALD
Title: VICE PRESIDENT

SUBLESSEE:

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY

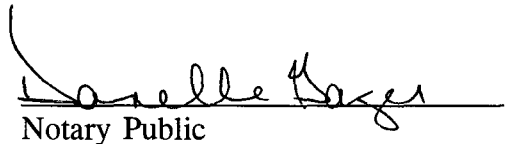
By: 
Name:
Title:

STATE OF NEW YORK)
) SS.
COUNTY OF THE BRONX)

On January 28, 1997 before me, personally appeared Jonathan R. Davis, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DANIELLE GAGER
Notary Public, State of New York
No. 01G45011697
Qualified in Bronx County
Commission Expires June 15, 1997


Notary Public

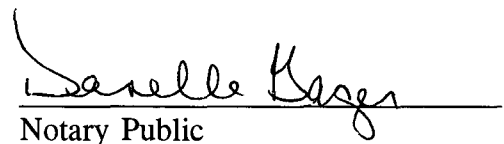


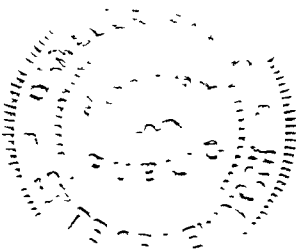
STATE OF NEW YORK)
) SS
COUNTY OF THE BRONX)

On January 28, 1997 before me, personally appeared Frank McDonald, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

DANIELLE GAGER
Notary Public, State of New York
No. 01G45011697
Qualified in Bronx County
Commission Expires June 15, 1997


Notary Public



SCHEDULE A

(1997-B)

Fifty Seven (57) Commuter Rail Coaches manufactured by Pullman Transportation (Pullman Standard Division) (the "Manufacturer") pursuant to Formal Contract No. P-700 dated December 7, 1977, as amended, between the Manufacturer and the Massachusetts Bay Transportation Authority (the "MBTA"), and overhauled by American Passenger Rail Car Company ("Amerail"), pursuant to Formal Contract No. 622 dated March 17, 1995, as amended, between the MBTA and Morrison Knudsen Corporation, predecessor in interest to Amerail, identified by the following MBTA identification numbers:

200	226	250
201	227	251
202	228	252
204	229	253
205	230	254
206	231	255
207	232	256
208	233	257
209	234	258
210	235	
211	236	
212	237	
213	238	
214	239	
216	240	
217	241	
218	242	
219	243	
220	244	
221	245	
222	246	
223	247	
224	248	
225	249	